

Iowa Department of Transportation
Office of Procurement & Distribution
Contract

Contract #:5417

Transit Bus w/Composite/Fiberglass Body for 11 Passengers 13

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and THOMAS BUS SALES, INC. of PO BOX 3028 5636 NE 14TH DES MOINES, IA 50316 (hereinafter "Supplier").

1. In consideration of Zero to Two Million Two Hundred Two Thousand Nine Hundred Forty Five and 44/100 dollars (\$0.00 to \$2,202,945.44) payable as set forth in the specifications. Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Transit Bus w/Composite/Fiberglass Body for 11 Passengers 13, PER SPEC. NO./PROJ. NO. Proposal #4263, as let on APRIL 22, 2009 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	40	EACH	54,684.0000	0.00	2,187,360.00
Floor plan A - Base Vehicle Gas Powered Transit Bus Base Vehicle: Raised Floor, Mid-Mounted Lift, eleven (11) forward facing positions for ambulatory passengers; capacity for three (3) mobility aid users and L-track the full length of the vehicle on the driver's side to permit maximum flexibility for positioning of MAUers. When two of the three (3) forward facing, 2-passenger fold up seats are stowed and when four (4) ambulatory passenger positions in flip-up 2-passenger seats, installed against the rear wall, are stowed, passenger capacity is reduced to three (3) ambulatory and three (3) mobility aid users; rear emergency egress door.					

As Per Spec. No. 4263-LDBrev2-0409

AEROTECH ELDORADO CHEVY G3500 6.0L V8

0002	1	EACH	1.4000	0.00	1.40
Delivery Costs other Than Delivered to Ames, IA. Delivery Cost Per Loaded Mile Plus or Minus					
0003	1	EACH	500.0000	0.00	500.00
Help Front Bumper					
0004	1	EACH	-495.0000	0.00	-495.00
Std Rear Bumper In-lieu of Help Rear Bumper					
0005	1	EACH	575.0000	0.00	575.00
Help Rear Bumper to include Intermotive H2 Hawkeye					
0006	1	EACH	580.0000	0.00	580.00
One Integrated Child Restraint Seat					
0007	1	EACH	925.0000	0.00	925.00
Two Integrated Child Restraint Seats					
0008	1	EACH	-405.0000	0.00	-405.00
Driver Seat Vinyl Covered					

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0009	1	EACH	-695.0000	0.00	-695.00
Emergency Exit Windows (Rear)					
0010	1	EACH	-245.0000	0.00	-245.00
Entrance Door (Manual)					
0011	1	EACH	0.0100	0.00	0.01
GASOLINE ENGINE OPTION 1 NA					
0012	1	EACH	0.0100	0.00	0.01
FFV GASOLINE ENGINE OPTION 2 NA					
0013	1	EACH	6,042.0000	0.00	6,042.00
DIESEL ENGINE OPTION: CHEVY 6.6L					
0014	1	EACH	23.0000	0.00	23.00
Freedman 3 pt seats 8 inch extra length seatbelt					
0015	1	EACH	15.0000	0.00	15.00
Extra Length Seat Belts					
0016	1	EACH	4,000.0000	0.00	4,000.00
Fixed Route Package					
0017	1	EACH	0.0100	0.00	0.01
Floor, Conventional Floor Height Non Raised					
0018	1	EACH	-200.0000	0.00	-200.00
North American Plywood Inc					
0019	1	EACH	-500.0000	0.00	-500.00
TVM's ACQ Marine Grade Plywood					
0020	1	EACH	-700.0000	0.00	-700.00
OTHER OPTIONAL UNDERLAYMENT 3/4" EXTERIO					
0021	1	EACH	-100.0000	0.00	-100.00
FLOOR COVERING OPTION: ALTRO					
0022	1	EACH	605.0000	0.00	605.00
Fold-up Seat					
0023	1	EACH	100.0000	0.00	100.00
Labeling					
0024	1	EACH	-500.0000	0.00	-500.00
Manual Mirrors					
0025	1	EACH	220.0000	0.00	220.00
Optional Front Quad spherical Cross-over Mirrors					
0026	1	EACH	1,095.0000	0.00	1,095.00
Increase Mobility Aid User Positions Increase					
0027	1	EACH	100.0000	0.00	100.00
MOBILITY AID USER LIFT SUBSTITUTION RICON S5510					
0028	1	EACH	860.0000	0.00	860.00
Rear Suspension Upgrade					
0029	1	EACH	260.0000	0.00	260.00
First Step Heated					
0030	1	EACH	400.0000	0.00	400.00
Chassis Manuals					
0031	1	EACH	0.0100	0.00	0.01
OPTIONAL AIR CONDITIONING SYSTEM NOT RECOMEND					
0032	1	EACH	125.0000	0.00	125.00
Winter Cover for AC Condenser					
0033	1	EACH	1,990.0000	0.00	1,990.00
Fuel Fired Auxiliary Heater for Diesel Bus Pass					
0034	1	EACH	75.0000	0.00	75.00
Auxiliary Defroster Fan:					

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0035	1	EACH	-515.0000	0.00	-515.00
	Freedman FSC High Back Reclining Driver Seat				
0036	1	EACH	-355.0000	0.00	-355.00
	Freedman Sport Seat High Back Reclining Driver Seat				
0037	1	EACH	-25.0000	0.00	-25.00
	Freedman Sport Seat w/Heat and Massage for Driver				
0038	1	EACH	560.0000	0.00	560.00
	OEM chassis manufacturers power seat pedestal				
0039	1	EACH	560.0000	0.00	560.00
	Power Pedestal w/abs shroud for use under FSC or S				
0040	1	EACH	-20.0000	0.00	-20.00
	Window Arm Rest Delete per seat				
0041	1	EACH	15.0000	0.00	15.00
	Window Seat Grab Bar Add per seat				
0042	1	EACH	20.0000	0.00	20.00
	Arm Rest Added to Aisle Side of Permanent Seat				
0043	1	EACH	20.0000	0.00	20.00
	Arm Rest Added to Aisle Side of Fold-up Seat				
0044	1	EACH	4.0000	0.00	4.00
	Seat Cushion Foam Moisture Protection Added				
0045	1	EACH	-15.0000	0.00	-15.00
	Substitute Morecare T microbial resistant vinyl IL				
0046	1	EACH	2,235.0000	0.00	2,235.00
	Floor plan B - Gas Powered Transit Bus w/Composite: Conventional floor, Mid-Mounted Lift, nine (9) forward facing positions for ambulatory passengers; capacity for two (2) mobility aid users, when one (1) forward facing, 2- passenger fold up seat is stowed (i.e. reducing passenger capacity to 7/8 ambulatory and two mobility aid users); rear emergency egress door. (Note: use of rearmost mobility aid user position may make it difficult for an adult passenger to use the aisle passenger position nearest the left wheel of a wheelchair).				

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0047	1	EACH	-1,145.0000	0.00	-1,145.00
	Floor plan C - Gas Powered Transit Bus w/Composite: Raised Floor, Rear-Mounted Lift, ten (10) forward facing positions for ambulatory passengers; capacity for two (2) mobility aid users, when the two (2) forward facing, 2-passenger fold up seats are stowed (i.e. reducing passenger capacity to six (6) ambulatory passenger positions (Note: use of the MAU position nearest the lift might encroach on ambulatory passenger legroom for any person using the one passenger, flip up seat in the driver's side, rear corner of the bus; however this seating configuration allows greater ease of boarding and alighting by ambulatory passengers; and positioning by two (2) mobility aid users is in respects easier as well, because less maneuvering is required of any MAUers. (Note: two rows of L-track are required from the base of the driver's side fixed seat to the wall cove at the rear of the bus and one strip of L-track, offset above the windows); rear emergency egress door.				

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Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0048	1	EACH	-405.0000	0.00	-405.00

Floor plan D - Gas Powered Transit Bus w/Composite: Raised Floor, Rear-Mounted Lift, ten (10) forward facing positions for ambulatory passengers; capacity for three (3) mobility aid users, when the two (2) forward facing, 2-passenger fold up seats are stowed (i.e. reducing passenger capacity to six (6) ambulatory passenger positions (Note: use of the MAU position nearest the lift would not be routine; however this seating configuration allows greater ease of boarding and alighting by ambulatory passengers; positioning by two (2) mobility aid users is in respects easier as well because less maneuvering is required of by two (2) MAUers); rear emergency egress door.

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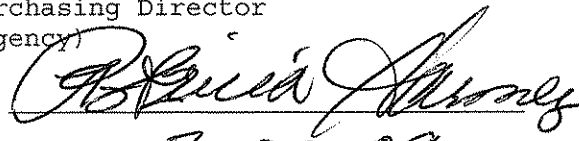
2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated APRIL 22, 2009;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before MAY 13, 2009 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JUNE 30, 2010.
4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.

7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefore. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.
9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms: Award is for a one (1) year contract with an option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

Dated _____

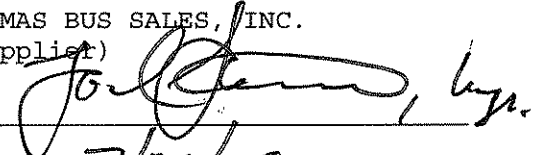
Iowa Department of Transportation
Operations & Finance Division
Purchasing Director
(Agency)

By


Date 7-22-09

THOMAS BUS SALES, INC.
(Supplier)

By


Date 7/21/09

Giebelstein, Jerry [DOT]

From: Leonard Stevenson [l Stevenson@thomasamerican.com]
Sent: Wednesday, July 22, 2009 12:26 PM
To: Giebelstein, Jerry [DOT]
Subject: Option B.31.b

Jerry,

The Option B.31.b. should be a deduct of \$2,235.00.

My notation should have also read differently....it should have said "I believe you need to omit 1 or 2 seats at rear wall for clearance to Exit Door on this floorplan". I used the words Lift Door in error.

Sorry for the confusion.....I must have been writing a little too quickly!

Leonard Stevenson
Thomas Bus Sales, Inc.
Des Moines, Iowa